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New Jersey Motor Truck Association

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BI-STATE HARBOR CARRIERS CONFERENCE

April 10, 1999

Docket Clerk, U.S.D.O.T. Dockets
Room PL-40 1
400 Seventh Street, S.W.
Washington, DC 20590-000 1

RE: Docket FHWA 98-3656 -40
RIN 2125-AE-40

RECEIVED
APR 19 PM 3:29
U.S. DEPARTMENT OF TRANSPORTATION
DOCKET

Dear Ladies and Gentlemen:

I am pleased to provide the following comments in response to a long standing problem, the inspection, repair and maintenance of Intermodal Container Chassis Equipment.

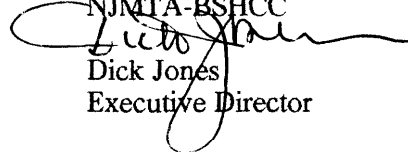
The Bi-State Harbor Carriers Conference is a sub-group of the New Jersey Motor Truck Association which represents motor carriers that specialize in the ocean freight segment of truck transportation and our membership is responsible for approximately 75% of the traffic in the Port of New York-New Jersey Marine Terminal Complex.

Our members are forced to accept chassis containers under the provisions of the existing one-sided interchange agreements that are issued by the Steamship Lines which state that the providers "make no express nor implied warranty as to the fitness of the equipment." The system, therefore, expects the drivers making the pickup of the equipment solely responsible for his walk-around inspection which is performed under the duress of time constraints, to determine the roadworthiness of the equipment being interchanged. In many cases, defects that are noticed, which may or may not constitute safety hazards, cannot be noted on the outbound inspection will be noted on inbound with the result that a repair invoice is generated towards the trucker for damages alleged to have occurred while the equipment was in his care, custody and control. Many of these charges are for items that should be non-billable because they are due to items that should be considered as fair wear and tear. In other cases, the inspection requirements are beyond his scope of ability or expertise and serious defects are undetected and the chassis are accepted for service.

In most cases, this equipment is used in local service, picked up from the piers and returned the same day. The level of maintenance, as required by existing regulations, is below standard and uncertifiable as to its frequency or thoroughness due to the fact that the providers are not presently obligated to maintain maintenance records, and although the FHWA Inspection stickers, which are used by the drivers as a compliance guide, are not really an indication that actual maintenance requirements have been met. Further, since the enforcement teams are concentrated within the confines of the Port, any defects that are discovered, become the responsibility of the motor carrier, statistically and financially, which creates another unsavory situation as the providers hide behind their attitude of immunity.

Docket Clerk, USDOT
FHWA 98-3656
April 10, 1999
Page Two

Consequently, as strong supporters of public safety we strongly urge that more responsibility should be placed on the providers of this equipment. We fully support the recommended changes to Section 396.7 that would make tendering or interchanging a vehicle with defects a violation, with the resultant obligation to assume the summonses and the profile that is attached to these violations. Additionally, we feel that the container/chassis owners should be subject to the same system of field audits that motor carriers currently endure, specifically regarding the documentation for vehicle inspections and repairs.

Very truly yours,
NJMTA-BSHCC

Dick Jones
Executive Director